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OF COUNSEL
URBAN A. LESTER

January 6, 1998

RECORDATION NO 20270-N,O,P FILED

JAN 6 '98

1-10PM

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RECEIVED
SURFACE TRANSPORTATION BOARD
DC

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies each of the following secondary documents: all dated as of December 31, 1997: (i) an Assignment and Assumption; (ii) an Amended and Restated Security Agreement; and (iii) an Amended and Restated Assignment of Leases.

The enclosed documents relate to the Security Agreement previously filed with the Board under Recordation Number 20270-A.

The names and addresses of the parties to the enclosed documents are:

Assignment and Assumption

Assignor: MeesPierson
Coolsingel 93
PO Box 749
3000 AS Rotterdam
The Netherlands

Assignee: BankBoston, N.A.
100 Federal Street
Boston, Massachusetts 02110

Vernon A. Williams
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Amended and Restated Security Agreement

Borrower: DJJ Leasing Ltd
300 Pike Street
Cincinnati, Ohio 45202

Secured Party: BankBoston, N.A
100 Federal Street
Boston, Massachusetts 02110

Amended and Restated Assignment of Leases

Assignor: DJJ Leasing Ltd.
300 Pike Street
Cincinnati, Ohio 45202

Assignee: BankBoston, N.A
100 Federal Street
Boston, Massachusetts 02110

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached hereto

Also enclosed is a check in the amount of \$72.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

Description of Railcars and Leases

<u>Lessee</u>	<u>Credit Rating of Lessee</u>	<u>Lease Term (Mos.)</u>	<u>Effective Date</u>	<u>Lease Class</u>	<u>No. of Cars</u>	<u>Equipment Description</u>	<u>Car Report Mark & Numbers</u>
Consolidated Rail Corporation	A	48	10/7/96	A	300	52' 6" Steel Mill Gondola Car Type - G519	FCEN 96200 - FCEN 96499
Union Pacific Railroad Company	BBB	38	10/11/96	A	100	52' 6" Steel Mill Gondola Car Type - G519	CHTT 286000 - CHTT 286099
Peoria & Pekin Union Railway Company	-	60	10/31/96	B	100	52' 6" Steel Mill Gondola Car Type - G519	PPU 9100 - PPU 9199
Union Pacific Railroad Co.	BBB	36	4/7/97	A	100	52' 6" Steel Mill Gondola Car Type - G519	CHTT 286100 - CHTT 286199
South Carolina Public Service Authority	AA-	32	4/25/97	A	95	Maxxon Aluminum Coal Gondola Car Type - J311	DJLX 97000 - DJLX 97094
Harvest States Cooperatives	-	60	6/6/97	A	20	5125 cu. ft. Pressure Discharge Covered Hoppers Car Type - C614	DJLX 97200 - DJLX 97219
Burlington Northern Santa Fe Railroad	BBB	27	6/18/97	A	120	Maxxon Aluminum Coal Gondola Car Type - J311	DJLX 96000 - DJLX 96124 (sporadic)
Carolinac Cement Company	-	60	7/08/97	A	20	3230 cu. ft. Differential Covered Hoppers Car Type - C614	DJLX 97300 - DJLX 97319
Norfolk Southern Corporation	A+	6	12/20/97	A	50	73' center partition Flatcars Car Type - F483	CRLE 20715 - CRLE 20764
Total					<u>905</u>		

JAN 6 '98

1-10PM

AMENDED AND RESTATED ASSIGNMENT OF LEASES

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES (the "Assignment") dated as of December 31, 1997 made by **DJJ LEASING LTD**, an Ohio limited liability company, having an office at 300 Pike Street, Cincinnati, Ohio 45202 (the "Assignor"), in favor of **BANKBOSTON, N.A.**, a national banking association, having its principal offices at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as secured party and administrative agent (the "Administrative Agent") for itself and other banking institutions (hereinafter, collectively, the "Lenders") which are or may become parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 31, 1997 (as amended and in effect from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of September 23, 1996 (as amended and in effect from time to time, the "Prior Loan Agreement"), among the Borrower, BankBoston, N.A., MeesPierson, N.V. (the "Prior Lenders") and MeesPierson, N.V. as agent for the Prior Lenders (the "Prior Agent"), the Prior Lenders have made loans and otherwise extended credit to the Borrower for the purposes described therein; and

WHEREAS, pursuant to that certain Assignment of Leases dated as of September 23, 1996 (as amended and in effect from time to time the "Prior Assignment of Leases"), the Borrower granted certain security interests in leases to the Prior Agent, for the benefit of the Prior Lenders and the Prior Agent, to secure the payment and performance of its obligations under and with respect to the Prior Loan Agreement and the related loan documents; and

WHEREAS, the Prior Loan Agreement will be superseded by the Credit Agreement on the Closing Date (as defined in the Credit Agreement) and the Prior Agent will, on the Closing Date, assign all of its rights and interest under the Prior Security Agreement to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent; and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the Borrower execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security agreement in substantially the form hereof;

WHEREAS, the Borrower wishes to amend and restate in its entirety the Prior Assignment of Leases in order to confirm and continue its provision of collateral security to secure the payment and performance of all of the

Obligations of the Borrower and to evidence the Borrower's agreement that the security interest and liens created under the Prior Assignment of Leases shall from after the date hereof be held by the Administrative Agent in accordance with this Assignment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans pursuant to the Credit Agreement, the Assignor and the Administrative Agent agree that the Prior Assignment of Leases is hereby amended and restated in its entirety and remains in force and effect only as set forth herein.

Section 1. Definitions.

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

Section 2. Rights Assigned.

(a) (i) The Assignor ratifies and confirms the grant of security interests made pursuant to the Prior Assignment of Leases and the Prior Security Agreement (as defined in the Security Agreement as hereinafter defined) and (ii) to the extent not covered under clause (i), in confirmation of and in addition to the terms and conditions of the Amended and Restated Security Agreement of even date herewith between the Assignor and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Assignor has collaterally sold, assigned, transferred and set over, and by this instrument does sell, assign, transfer and set over unto the Administrative Agent and its successors and assigns, for the benefit of the Administrative Agent and the Lenders, to its and their own proper use and benefit, all the right, title and interest of the Assignor under, in and to all Leases (as defined in the Credit Agreement) including, without limitation, the following:

(i) all rental payments and other moneys, including all insurance payments and claims for losses due and to become due to the Assignor under, and all claims for damages arising out of the breach of, any Lease;

(ii) the right of the Assignor to terminate, perform under, or compel performance of the terms of any Lease;

(iii) any guarantee of any Lease and any rights of the Assignor in respect of any subleases permitted under such Lease; and

(iv) all proceeds, products, returns, additions, accessories, and substitutions of and to the foregoing (all of the foregoing is hereinafter referred to as the "Collateral").

(b) This Assignment shall create a continuing collateral assignment of and security interest in the Collateral and shall remain in full force and effect until irrevocable payment in full of the Notes, performance of all of the other Obligations and the expiration or termination of the Commitments, the Credit Agreement and the other Loan Documents. As and when additional Collateral shall be added pursuant to this paragraph (b), the same shall, effective as of the date of execution by the Administrative Agent of the Security Documents Supplement with respect thereto, ipso facto and without further instrument of transfer, pass under and become part of the Collateral, subject to all of the terms and provisions of this Assignment and the other Loan Documents relating to Collateral and to the Lien created hereunder.

Section 3 Limitation on Assignment.

This Assignment is granted and delivered as security for the prompt and full payment and performance, as and when due and payable, of all of the Obligations, including, without limitation, this Assignment, the Notes and the other Loan Documents and all amendments, restatements, supplements or other modifications thereto and replacements therefor; and as security for the strict performance and observance by the Assignor of all agreements, warranties, covenants and conditions of the Security Agreement and this Assignment.

Section 4. Rights of the Administrative Agent.

All rights granted to the Administrative Agent under or in connection with the other Security Documents are in addition to all rights granted to the Administrative Agent hereunder.

Section 5. Continuing Liability of the Assignor.

The Assignor shall remain liable with respect to the Collateral to perform all the obligations to be performed by it thereunder, all in accordance with and pursuant to the terms and provisions of such Collateral, and the Administrative Agent shall have no obligation or liability under any Collateral by reason of or arising out of this Assignment, nor shall the Administrative Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor under or pursuant to any Collateral, or to make any payment, or to make any inquiry as to the nature or the amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 6. Obligations of the Assignor Performed by the Administrative Agent.

The obligations of the Assignor under any Collateral may be performed by the Administrative Agent or its nominee, but only at the option of the

Administrative Agent, without releasing the Assignor therefrom and without providing for or resulting in any assumption of liability thereunder.

Section 7. Power of Attorney.

The Assignor does hereby irrevocably constitute and appoint the Administrative Agent on behalf of the Administrative Agent and the Lenders, and their respective successors and assigns, the Assignor's true and lawful attorney, effective upon the occurrence of an Event of Default, with full power of substitution for it and its name, place and stead, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of any Collateral or any guarantee thereof or sublease permitted thereunder, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Administrative Agent may deem to be necessary or advisable.

Section 8. Further Assurances.

The Assignor agrees that at any time and from time to time, upon the written request of the Administrative Agent and at the expense of the Assignor, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Administrative Agent may deem desirable in obtaining the full benefits of this Assignment and of the rights and powers herein granted, including, without limitation:

(a) the filing or recording of this Assignment (or any amendment or supplement thereto) with the STB or the Registrar General of Canada, or a financing or continuation statement or statements with respect hereto or thereto in accordance with the laws of any applicable jurisdiction within the United States of America, and the Assignor hereby authorizes the Administrative Agent to effect any such filing or recording as aforesaid (including the filing of any such financing statements or amendments thereto without the signature of the Assignor) and the Administrative Agent's costs and expenses with respect thereto shall be payable by the Assignor on demand; and

(b) the taking of such further action as the Administrative Agent may deem desirable to protect fully the Administrative Agent's interests hereunder in accordance with the UCC or any other applicable law.

Section 9. Indemnification by the Assignor.

(a) In any suit, proceeding or action brought by the Administrative Agent under any Collateral, any guarantee thereof or sublease permitted thereunder, for any installment of, or interest on, any rental or other sum owing thereunder, or to enforce any provisions of any Collateral, any guarantee thereof

or sublease permitted thereunder, the Assignor will save, indemnify and keep the Administrative Agent harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of any lessee under any Collateral or any guarantor or sublessee thereunder or its successors, arising out of a breach by the Assignor of any obligation under any such Collateral or in respect of the Eligible Equipment or Railcars or any sublease permitted thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such lessee or any such guarantor or sublessee or its successors from the Assignor.

(b) All of the foregoing obligations of the Assignor shall be and remain enforceable against and only against the Assignor and shall not be enforceable against the Administrative Agent or any party or parties in whom any of the rights of the lessor under any Collateral shall vest by reason of the successive assignments or transfers thereof.

Section 10. Representations, Warranties and Covenants of the Assignor.

The Assignor hereby represents warrants and, with respect to the Collateral hereinafter existing, covenants that:

(a) the Assignor is the sole owner of each item of Collateral and any guaranty thereof;

(b) there are not now, nor shall there be, any Liens against any Collateral or any sublease thereof or any guarantee thereof, except for Liens permitted by Section 10.2 of the Credit Agreement;

(c) each item of Collateral and any guarantee thereof is a valid obligation of the parties thereto, in full force and effect and enforceable in accordance with its terms (subject, as to enforceability, to applicable bankruptcy, insolvency, moratorium and similar laws affecting the enforcement of creditor's rights generally and to general principles of equity);

(d) the Assignor will not take or omit to take any action, the taking or omission of which could result in an alteration or impairment of any Collateral or of this Assignment or of any of the rights created by any Collateral or any guarantee thereof or this Assignment; and

(e) the Assignor has not assigned or pledged, and so long as this Assignment shall remain in effect, it will not assign or pledge (except as permitted by the Credit Agreement) any of its right, title or interest under, in or to any Collateral, nor shall the Assignor deliver possession of any Collateral, to any Person.

Section 11. Binding Effect, Benefit of Assignment and Assignment.

The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the rights and obligations of the Assignor hereunder shall not be assigned or delegated without the prior written consent of the Administrative Agent and any such assignment without such consent shall be void.

Section 12. GOVERNING LAW.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITH SUCH STATE (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW).

Section 13. Notices.

All notices and communications provided for herein shall be given to such parties, at such addresses and in such manner as is provided in the Credit Agreement.

Section 14. Counterparts.

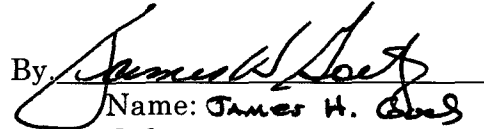
This Assignment may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

Section 15. Transitional Arrangements.

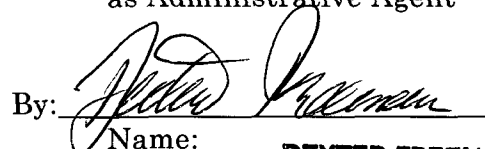
This Assignment shall supersede the Prior Assignment of Leases on the Closing Date. On the Closing Date, the rights and obligations of the respective parties under the Prior Assignment of Leases shall be subsumed within and governed by this Assignment; provided, that the provisions of the Prior Assignment of Leases shall remain in full force and effect prior to the Closing Date.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day first above written

DJJ LEASING LTD.,
as Assignor

By: 
Name: James H. Long
Title: VP

BANKBOSTON, N.A.,
as Administrative Agent

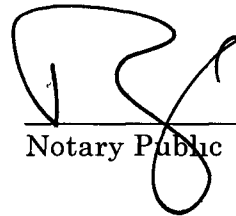
By: 
Name: DEXTER FREEMAN
Title: Director

STATE OR COMMONWEALTH OF Ohio

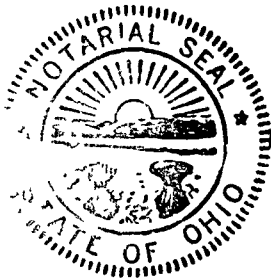
Hamilton COUNTY

)
) ss.:
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On this 29th day of December, 1997, before me, personally appeared James H. Goetz to me personally known, who being by me duly sworn, says that s/he resides at 300 Pike Street and is VP of DJJ Leasing Ltd., that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Committee; and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.



Notary Public



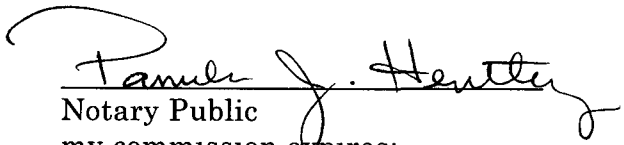
RICHARD J. HIDY, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

)
) ss.
)

On this 30th day of December, 1997, before me, personally appeared Dexter Freeman to me personally known, who being by me duly sworn, says that s/he resides at 100 Federal Street, Boston and is the Director of BankBoston, N.A., as Administrative Agent, that said instrument was signed on the date hereof on behalf of said entity by authority of its Board of Directors; and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.


Notary Public
my commission expires:

PAMELA J. HENTLEY, Notary Public
My Commission Expires June 21, 2002